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EVIDENCE OBTAINED BY VIOLATION OF TRUST—INJUNCTION.—An injunction against the publication of letters by producing them in evidence, is denied in *Barrett v. Fish* (Vt.), 51 L. R. A. 754, although the complainant, who wrote and received them, and against whom they are to be used, gave them to an agent with instructions to burn them, and the agent has violated his trust.

A note to this case collates the authorities as to injunction against documentary evidence.

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SALES—INSTALLMENTS—FAILURE TO PAY.—The refusal of the purchaser of wood to pay, as he had agreed to do, for each shipment as received, and his declaration that he would not pay for a shipment until the next shipment was received, while he insisted on having all the wood shipped, is held in *West v. Bechtel* (Mich.), 51 L. R. A. 791, not to constitute an abandonment of the contract on his part which would justify the seller in refusing to complete his contract. See *ante*, p. 150.

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SALES—ILLEGAL PURPOSE—HOUSE OF ILL-FAME.—A sale of goods with knowledge that they are to be used in a house of ill-fame, reserving title and right to retake possession on default in the deferred payments, is held in *Standard Furniture Co. v. Van Alstine* (Wash.), 51 L. R. A. 889, to make the vendor a participant in the illegal use, which will defeat its right to recover the goods from purchasers of them at sale under execution against the vendee, even if they buy with notice of the vendor's right.

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SURVIVORSHIP IN COMMON CALAMITY—PRESUMPTION.—In case of death, by the same disaster, of sisters who left wills in each other's favor, with no circumstances appearing from which it can be inferred that either survived the other, it is held in *Re Willbor* (R. I.), 51 L. R. A. 863, that the rights of succession to the estates will be determined as if death occurred to all at the same moment.

A note to this case reviews the authorities as to presumption of survivorship among those who perish in a common calamity.

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BREACH OF PROMISE OF MARRIAGE—DEFENSES—DISEASE.—A loathsome disease, making it unsafe for a man to marry, when it appears without any intervening fault of his after the contract is made, is held, in *Trammell v. Vaughan* (Mo.), 51 L. R. A. 854, to be sufficient reason for postponement of the marriage until he is cured, and, if permanent, to justify his refusal to carry out the contract.

This case is much like that of the locally celebrated case of *Sanders v. Coleman*, 97 Va. 690, 5 Va. Law Reg. 675, which case is cited in the opinion in the principal case.

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HUSBAND AND WIFE—ANTE-NUPTIAL CONVEYANCES—FRAUD ON MARITAL RIGHTS.—A conveyance to sons of a former marriage, made without consideration other than love and affection, by a man who has entered into a contract for a second marriage, when made without the knowledge or consent of his prospective wife, is held in *Ward v. Ward* (Ohio), 51 L. R. A. 858, to be a fraud on her marital rights, which will not defeat her right to dower in case of his death after the marriage.

See 4 Va. Law Reg. 331.